



1
2 **UNITED STATES DISTRICT COURT**
3 Southern DISTRICT OF West Virginia

4 Michael Murphy

Plaintiff(s),

5 v.

Civil Case No.

2:20-cv-00031

6 Nate Birkmeir, President of E.R.C.

Defendant(s).

7
8
9 **CIVIL COMPLAINT**

10 **A. JURISDICTION**

11 1. This Court has Federal jurisdiction over this action pursuant to 28 U.S.C. § 1332
12 because Defendant violated the Fair Debt Collections Practices Act("FDCPA") because:

13 a) The plaintiff is an individual residing in and a citizen of the

14 state of West Virginia;

15 b) The defendant is a corporation organized and existing under the laws of the

16 State of Minnesota with its principle place of business in

17 Minnesota.

18 c) There is a complete diversity of citizenship between plaintiff and the
19 defendant.

20 **B. DEFINITIONS**

21 2. The plaintiff, Michael Murphy is a "consumer" and is defined by 15 U.S.C. §
22 1692(a)(3), as "any natural person obligated or allegedly obligated to pay any debt."

23 3. The defendant, Nate Birkmeir is a "debt collector" and is defined by 15

1 U.S.C. § 1692(a)(6), as "any person who used instrumentality of interstate commerce or
2 the mails in any business, the principle purpose of which is the collection of any debts, or
3 who regularly collects or attempts to collect directly or indirectly any debts owed or due
4 or asserted to be owed or due another."

5 **C. STATEMENT OF THE CASE**

6 4. On 08-30-2009, the plaintiff obtained a copy of his consumer report
7 from Equifax Information Services, Experian Information Solutions, and Trans Union
8 Corporation which revealed that Nate Birkmeir ("defendant") had placed an
9 entry on plaintiffs consumer report which communicated that the plaintiff allegedly had
10 an account in default with the defendant in the amount of \$ 1,710 by assignment
11 from Sprint dated 9-15-2015. See Exhibit B.

12 5. On November 21, 2019, the defendant took receipt of plaintiffs
13 "Notice Of Relief", requesting the defendant validate the alleged debt pursuant to the
14 Fair Debt Collection Practices Act("FDCPA"), 15 U.S.C. § 1692g(a) and 1692g(b),
15 through certified mail receipt which is numbered #7018 2290 0000 1197 3105
16 and attached as **Exhibit A**. It should be noted that the defendant refused to respond to
17 plaintiffs validation request.

18 **D. CLAIM ONE**

19 6. The plaintiff asserts that the defendant violated section 15 U.S.C. § 1692e(2)(A) of the
20 Fair Debt Collection Practices Act when the defendant reported to Equifax Information
21 Services, Experian Information Solutions, and Trans Union Corporation that the plaintiff
22 is in default with the defendant in the amount of \$ 1,710 through assignment
23 from SPRINT. See Exhibit B.

1 7. Snyder v. Gordon, 2012 U.S. Dist LEXIS 120659, (9th Cir.) which states, "The
2 FDCPA prohibits the false representation of the "character, amount, or legal status" of
3 any debt § 1692e(2)(A). A misstatement of a debt need not be knowing or intentional to
4 create liability under this section. Clark, 460 F.3d at 1176."

5 8. The defendant intended to manipulate the plaintiff by falsely representing that the
6 alleged debt which is a violation of the Fair Debt Collection Practices Act. This
7 constitutes a violation of the "Act" as a matter of law.

8 9. The plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
9 defendants violation of 15 U.S.C. § 1692e(2)(A) of the ("FDCPA").

10 **E. CLAIM TWO**

11 10. The plaintiff asserts that defendant violated section 15 U.S.C. § 1692e(8) of the
12 Fair Debt Collection Practices Act when the defendant communicated false information
13 concerning the alleged debt that the plaintiff never owed to the defendant, nor had the
14 alleged debt been assigned to the defendant. The defendant communicated to Equifax
15 Information Services, Experian Information Solutions, and Trans Union Corporation
16 false information, stating that the defendant had been assigned to collect said debt from
17 the plaintiff, and the plaintiff was in default for \$ 1,710 to the defendant.

18 **See Exhibit B.**

19 11. Nelson v. Equifax Information Services, LLC, 522 F. Supp. 2d 1222 (9th Cir. 2007)
20 states, "in order to sustain a section 1692e(8) claim, a party must show that a debt
21 collector communicated or threatened to communicate credit information which they
22 knew or should have known was false, including failing to communicate that debt was
23 disputed." NATE BIRKMEIR never had a valid assignment authorizing

1 them to pursue and report to credit bureaus the alleged debts associated with the plaintiff.

2 12. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
3 defendants violation of 15 U.S.C. § 1692e(8) of the ("FDCPA").

4 **F. CLAIM THREE**

5 13. Plaintiff asserts that defendant violated section 15 U.S.C. § 1692C(10) of the Fair
6 Debt Collection Practices Act when the defendant used false and deceptive means to
7 attempt to collect a debt from the plaintiff. By communicating false information, the
8 defendant attempted to gain an advantage of an unsophisticated consumer through false
9 misrepresentation.

10 14. Heathmen v. Portfolio Recovery Assoc., LLC, U.S. Dist. LEXIS 27057 (9th Cir.
11 2013) states, "A debt collector violates section 1692e(10) if it 'use[s]...a false
12 representation or deceptive means to collect or attempt to collect any debt or to obtain
13 information concerning a consumer ('a debt collectors representation that a debt is owed
14 to it when in fact is not, amounts to a misrepresentation barred by the ("FDCPA")."

15 15. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
16 defendants violation of 15 U.S.C. § 1692e(10) of the ("FDCPA").

17 **G. CLAIM FOUR**

18 16. Plaintiff asserts that defendant violated section 15 U.S.C. § 1692e(12) of the Fair
19 Debt Collection Practices Act when the defendant communicated the false representation
20 that the alleged account was turned over to NATE BIRKMEIR for value to
21 Equifax Information Services, Experian Information Solutions, and Trans Union
22 Corporation. See **Exhibit B**. The defendant never received assignment to pursue or
23 report to credit bureaus alleged debts associated with the plaintiff.

1 17. Fortunato v. Hop Law Firm, LLC, U.S. Dist. LEXIS 152712 (9th Cir. 2012) states,
2 "Section 1692e(12) prohibits "The false representation or implication that accounts have
3 been turned over to innocent purchasers for value", when determining whether a
4 misrepresentation in a debt collection has been made, the court must apply the "least
5 sophisticated debtor" standard and make a determination as to whether the debt would be
6 "deceived or misled by the misrepresentation", quoting Wade v. Reg'l Credit Ass'n, 87
7 F. 3d 1098, 1098-100 (9th Cir. 2006).

8 18. The plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
9 defendants violation of 15 U.S.C. § 1692e(12) of the ("FDCPA").

10 **H. CLAIM FIVE**

11 19. Plaintiff asserts defendant violated section 15 U.S.C. § 1692f(1) of the Fair Debt
12 Collection Practices Act when the defendant unconscionable means to attempt to collect
13 an alleged debt by reporting to Equifax Information Services, Experian Information
14 Solutions, and Trans Union Corporation that NATE BIRKMEIR obtained legal
15 permission, documented by a valid assignment that the plaintiff was now in default with
16 a debt owed to the defendant with the attempt to force the plaintiff to pay
17 the \$ 1,710 allegedly owed.

18 20. Sukiasyan v. OCS Recovery Inc., U.S. Dist. LEXIS 29877 (9th Cir. 2013) states,
19 "a debt collector may not use unfair or unconscionable means to collect or attempt to
20 collect any debt. Without limiting the general application of the foregoing, the following
21 conduct is a violation of this section: (1) The collection of any amount (including any
22 interest, fee, charge, or expense incidental to the principle obligation) unless such amount
23 is expressly authorized by the agreement creating the debt or permitted by law."

1 Minus the agreement to collect on the attempted debt, the defendant is in direct violation
2 of this section.

3 21. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
4 defendants violation of 15 U.S.C. § 1692f(1) of the ("FDCPA").

5 **I. CLAIM SIX**

6 22. The plaintiff asserts that defendant violated section 15 U.S.C. § 1692g(b) of the
7 Fair Debt Collection Practices Act when defendant refused to respond to plaintiffs
8 validation request. The defendant took receipt of plaintiffs "Notice of Administrative
9 Remedy" and requested that the defendant provide the original creditors name, address,
10 and verification of the alleged assignment or documents that gives NATE BIRKMEIR
11 the legal right to pursue and report to credit bureaus the alleged debts associated with the
12 plaintiff. The defendant took receipt of plaintiffs request for validation through certified
13 mail receipt # 7D182290000011973105, which is attached as **Exhibit A**.

14 23. Danaher v. Northstar Location Servs., U.S. Dist. LEXIS 77606 (9th Cir. 2013) states,
15 "If the consumer notifies the debt collector in writing within the thirty-day period
16 described in subsection (a) of this section that the debt, or any portion thereof is disputed,
17 or that the consumer requests the name and address of the original creditor, the debt
18 collector shall cease collection of the debt, or any disputed portion thereof, until the debt
19 collector obtains verification or judgment, or name and address of the original creditor, is
20 mailed to the consumer by the debt collector." By NATE BIRKMEIR
21 refusing to communicate with the plaintiff regarding the original creditor and the alleged
22 assignment or documents that granted the defendant the right to report to the credit
23 reporting agencies that the defendant legally obtained the alleged debt. The defendant is

1 in violation of section 1692g(b).

2 24. The plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
3 defendants violation of 15 U.S.C. § 1692f(1) of the ("FDCPA").

4 **J. CLAIM SEVEN**

5 25. The plaintiff asserts that the defendant violated section 623 of the Fair Debt
6 Collection Practices Act("FDCPA") when they failed to report a disputed debt to the
7 credit bureaus. The defendant was notified that the plaintiff disputed the alleged debt
8 when defendant took receipt of the "Notice Of Relief" on November 21, 2019

9 Therefore, the defendant is in direct violation of section 623 of the ("FDCPA").

10 **See Exhibit A.**

11 26. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
12 defendants violation section 623 of the ("FDCPA").

13 **K. CLAIM EIGHT**

14 27. Plaintiff asserts that defendant violated section 807(8) of the Fair Debt
15 Collection Practices Act("FDCPA") when they failed to report a disputed debt to the
16 credit bureaus. The defendant was notified that the plaintiff disputed the alleged debt
17 when defendant took receipt of the "Notice Of Relief" on November 21, 2019

18 Therefore, the defendant is in direct violation of section 623 of the ("FDCPA").

19 **Exhibit B.**

20 28. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
21 defendants violation section 623 of the ("FDCPA").

22 **L. CLAIM NINE**

23 29. The plaintiff asserts that the defendant violated section 605(c) of the Fair Debt

1 Collection Practices Act("FDCPA") when they "Re-Aged" the alleged account by
2 reporting the date of the last activity instead of the date of the first delinquencies. The
3 defendant "Re-Aged" the alleged account in hopes of circumventing the Statute Of
4 Limitation Laws set forth in which an alleged account can be collected. The defendant is
5 in direct violation of section 605(c) of the ("FDCPA").

6 **Exhibit A.**

7 30. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
8 defendants violation section 605(c) of the ("FDCPA").

9 **M. CLAIM TEN**

10 31. Plaintiff asserts that the defendant violated section 811(a)(2) of the Fair Debt
11 Collection Practices Act("FDCPA"). According to section 811(a)(2) of the
12 ("FDCPA"), a collector must be in the county in which the alleged debtor lives when the
13 alleged debtor signed for the debt. The defendant does not live or reside in the county
14 which the plaintiff lives and resides. Therefore, the defendant is in direct violation of
15 section 811(a)(2) of the ("FDCPA").

16 32. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
17 defendants violation section 811(a)(2) of the ("FDCPA").

18 **N. CLAIM ELEVEN**

19 33. The plaintiff asserts that the defendant violated section 806 of the Fair Debt
20 Collection Practices Act("FDCPA") which states that the collection agencies cannot
21 use any kind of harassment or abuse to collect an alleged debt. The defendant
22 persistently harassed the plaintiff by continuously reporting erroneous, derogatory,
23 and inaccurate information on the plaintiffs consumer reports. Therefore the defendant

1 is in direct violation of section 806 of the ("FDCPA").

2 34. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
3 defendants violation section 806 of the ("FDCPA").

4 **O. CLAIM TWELVE**

5 35. Plaintiff asserts that the defendant violated section 809(b) of the Fair Debt
6 Collection Practices Act("FDCPA") per the Federal Trades Commission("FTC") opinion
7 letter Cass from LeFevre, when they did not validate the alleged debt and still continued
8 to report this invalidated alleged debt to the credit bureaus. The defendant is in direct
9 violation of section 809(b) of the ("FDCPA").

10 36. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
11 defendants violation section 809(b) of the ("FDCPA").

12 **P. DAMAGES**

13 37. 15 U.S.C. § 1692k - Civil Liability - (a) Amount of Damages - Except as otherwise
14 prohibited by this section, any debt collector who fails to comply with any provision of
15 this title [15 USCS §§ et seq] with respect to any person is liable to such a person in an
16 amount equal to the sum of:

17 (2)(A) in the case of any action by an individual, such additional damages as the court
18 may allow, but not exceeding \$1,000.00, per violation.

19 **Q. REQUESTED RELIEF**

20 **CLAIM ONE:**

21 A violation of 15 U.S.C. § 1692(2)(A) of the ("FDCPA") is \$1,000.00
22 for the false representation of debt reported to Equifax Information Services, Experian
23 Information Solutions, and Trans Union Corporation.

1
2 **TOTAL DAMAGES: + \$3,000.00**

3 **CLAIM TWO:**

4 A violation of 15 U.S.C. § 1692e(8) of the ("FDCPA") is \$1,000.00
5 for submitting false information to each of the three consumer reporting agencies:
6 Equifax Information Services, Experian Information Solutions, and Trans Union
7 Corporation by the defendant.

8 **TOTAL DAMAGES: + \$3,000.00**

9 **CLAIM THREE:**

10 A violation of 15 U.S.C. § 1692e(10) of the ("FDCPA") is \$1,000.00
11 for the false communication by the defendant to Equifax Information Services, Experian
12 Information Solutions, and Trans Union Corporation.

13 **TOTAL DAMAGES: + \$3,000.00**

14 **CLAIM FOUR:**

15 A violation of 15 U.S.C. § 1692e(12) of the ("FDCPA") is \$1,000.00
16 for the false representation by the defendant regarding the plaintiffs alleged debt reported
17 to Equifax Information Services, Experian Information Solutions, and Trans Union
18 Corporation.

19 **TOTAL DAMAGES: + \$3,000.00**

20 **CLAIM FIVE:**

21 A violation of 15 U.S.C. § 1692f(1) of the ("FDCPA") is \$1,000.00
22 for the unconscionable means used by the defendant to attempt to collect on a debt by the
23 plaintiff. This includes reporting to three major consumer reporting agencies: Equifax

1 Information Services, Experian Information Solutions, and Trans Union Corporation of
2 the unconscionable means to collect.

3 **TOTAL DAMAGES: + \$3,000.00**

4 **CLAIM SIX:**

5 A violation of 15 U.S.C. § 1692g(b) of the ("FDCPA") is \$1,000.00
6 for refusing to validate the alleged debt that the defendant reported to the three consumer
7 reporting agencies: Equifax Information Services, Experian Information Solutions, and
8 Trans Union Corporation.

9 **TOTAL DAMAGES: + \$3,000.00**

10 **CLAIM SEVEN:**

11 A violation of section 623 of the ("FDCPA") is \$1,000.00
12 for refusing to report a disputed debt to the three consumer reporting agencies: Equifax
13 Information Services, Experian Information Solutions, and Trans Union Corporation.

14 **TOTAL DAMAGES: + \$3,000.00**

15 **CLAIM EIGHT:**

16 A violation of section 807(8) of the ("FDCPA") is \$1,000.00
17 for refusing to report a disputed debt to the three consumer reporting agencies: Equifax
18 Information Services, Experian Information Solutions, and Trans Union Corporation.

19 **TOTAL DAMAGES: + \$3,000.00**

20 **CLAIM NINE:**

21 A violation of section 605(c) of the ("FDCPA") is \$1,000.00
22 for continuously reporting date of last activity in order to "Re-Age" the alleged account
23 to the three consumer reporting agencies: Equifax Information Services, Experian

1 Information Solutions, and Trans Union Corporation.

2 **TOTAL DAMAGES: + \$3,000.00**

3 **CLAIM TEN:**

4 A violation of section 811(a)(2) of the ("FDCPA") is \$1,000.00

5 for the defendant not living or residing in the county in which plaintiff lives and resides

6 when alleged debtor signed the debt and reporting it to the three consumer reporting

7 agencies: Equifax Information Services, Experian Information Solutions, and Trans

8 Union Corporation.

9 **TOTAL DAMAGES: + \$3,000.00**

10 **CLAIM ELEVEN:**

11 A violation of section 806 of the ("FDCPA") is \$1,000.00

12 for harrassment and abuse to plaintiff by continuously reporting erroneous, derogatory,

13 and inaccurate information to the three consumer reporting agencies: Equifax Information

14 Services, Experian Information Solutions, and Trans Union Corporation.

15 **TOTAL DAMAGES: + \$3,000.00**

16 **CLAIM TWELVE:**

17 A violation of section 809(b) of the ("FDCPA") is \$1,000.00

18 for failing to validate the alleged debt and harrassment and continued to report to the

19 three consumer reporting agencies: Equifax Information Services, Experian Information

20 Solutions, and Trans Union Corporation.

21 **TOTAL DAMAGES: + \$3,000.00**

22 38. The total amount of damages requested by the plaintiff is **\$36,400.00.**

23

1 39. The \$400.00 added is the court cost associated with this action.

2 I MICHAEL MURPHY, hereby declare under penalty of perjury
3 in the state of WEST VIRGINIA, that the information stated above and any
4 attachments to this form is true and correct.

5 DATED: January 8th, 2020 BY: /s/ MICHAEL MURPHY

6 Name: MICHAEL MURPHY
7
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20
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22
23

Exhibit

A

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70182290000011973105 ,

Remove X

Your item was picked up at a postal facility at 9:19 am on November 21, 2019 in ANDOVER, MN 55304.

✓ Delivered

November 21, 2019 at 9:19 am
Delivered, Individual Picked Up at Postal Facility
ANDOVER, MN 55304

Get Updates ✓

Feedback

Text & Email Updates



Tracking History



November 21, 2019, 9:19 am

Delivered, Individual Picked Up at Postal Facility
ANDOVER, MN 55304

Your item was picked up at a postal facility at 9:19 am on November 21, 2019 in ANDOVER, MN 55304.

November 18, 2019, 3:38 pm

Notice Left (No Authorized Recipient Available)
ANDOVER, MN 55304

November 17, 2019
In Transit to Next Facility

November 13, 2019, 4:03 pm
Departed Post Office
GLENVILLE, WV 26351

November 13, 2019, 1:07 pm
USPS in possession of item
GLENVILLE, WV 26351

Product Information

See Less ^

Feedback

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

7018 2220 0000 1197 3105

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Postmark Here
NOV 13 2019
GLENVILLE, WV 26351

Certified Mail Fee	\$	2.80
Extra Services & Fees (check box, add fee if appropriate)	\$	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$	2.80
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	1.40
Total Postage and Fees	\$	7.70

Sent To
Enhanced Recovery Services
Street and Apt. No., or PO Box No.
15486 Wintergreen St NW
City, State, ZIP+4®
Andover, Mn 55304

See Reverse for Instructions

Exhibit

B

Consumer Credit Report for MICHAEL JOSEPH MURPHY

File Number: 400618200 Date Issued: 08/30/2019

	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

DEPT OF ED / NELNET #90000025376**** (PO BOX 82561, LINCOLN, NE 68501, (888) 486-4722)

Date Opened: 07/13/2011
 Responsibility: Individual Account
 Account Type: Installment Account
 Loan Type: STUDENT LOAN

Balance: \$0
 Date Updated: 03/19/2014
 Payment Received: \$3
 Last Payment Made: 07/20/2012
 High Balance: \$2,250

Pay Status: >Account 120 Days Past Due Date<
 Terms: Monthly for 120 months
 Date Closed: 03/19/2014
 >Maximum Delinquency of 120 days in 07/2013 for \$66 and in 03/2014 for \$253<

Remarks: TRANSFERRED TO ANOTHER OFFICE

Estimated month and year that this item will be removed: 03/2020

	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013
Rating	N/R	N/R	N/R	120	N/R	120	120	120	OK	OK	OK	OK
	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011					
Rating	OK	OK	OK	OK	OK	OK	OK					

DEPT OF ED / NELNET #90000025376**** (PO BOX 82561, LINCOLN, NE 68501, (888) 486-4722)

Date Opened: 07/13/2011
 Responsibility: Individual Account
 Account Type: Installment Account
 Loan Type: STUDENT LOAN

Balance: \$0
 Date Updated: 03/19/2014
 Payment Received: \$5
 Last Payment Made: 07/20/2012
 High Balance: \$3,000

Pay Status: >Account 120 Days Past Due Date<
 Terms: Monthly for 120 months
 Date Closed: 03/19/2014
 >Maximum Delinquency of 120 days in 07/2013 for \$109 and in 03/2014 for \$421<

Remarks: TRANSFERRED TO ANOTHER OFFICE

Estimated month and year that this item will be removed: 03/2020

	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013
Rating	N/R	N/R	N/R	120	N/R	120	120	120	OK	OK	OK	OK
	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011					
Rating	OK	OK	OK	OK	OK	OK	OK					

ENHANCED RECOVERY COMPAN #13350**** (P O Box 57547, JACKSONVILLE, FL 32241, (904) 680-2591)

Placed for collection: 09/15/2015
 Responsibility: Individual Account
 Account Type: Open Account
 Loan Type: COLLECTION AGENCY/ATTORNEY

Balance: \$1,710
 Date Updated: 08/11/2019
 Original Amount: \$1,710
 Original Creditor: SPRINT (Cable/Cellular)
 Past Due: >\$1,710<

Pay Status: >In Collection<

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 06/2020

JEFFERSON CAPITAL SYSTEM #329680570**** (16 MCLELAND RD, SAINT CLOUD, MN 56303, (866) 219-0725)

Placed for collection: 02/01/2016
 Responsibility: Individual Account
 Account Type: Open Account
 Loan Type: DEBT BUYER

Balance: \$1,196
 Date Updated: 08/23/2019
 Original Amount: \$1,196
 Original Creditor: VERIZON WIRELESS (Financial)
 Past Due: >\$1,196<

Pay Status: >In Collection<

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 03/2020

US DEPT OF EDUCATION #1963**** (3130 Fairview Park Drive, Suite 800, Falls Church, VA 22323, (800) 621-3115)

Date Opened: 03/09/2011
 Responsibility: Individual Account
 Account Type: Installment Account
 Loan Type: STUDENT LOAN

Date Updated: 08/04/2019
 Last Payment Made: 03/11/2017
 Original Creditor: DIRECT LOANS (Educational)

Pay Status: >In Collection<
 Terms: Single Payment
 Date Closed: 02/04/2017

High Balance: High balance of \$6,000 from 02/2017 to 08/2019

Estimated month and year that this item will be removed: 05/2020

	08/2019	07/2019	06/2019	05/2019	04/2019	03/2019	02/2019	01/2019	12/2018	11/2018	10/2018	09/2018
Balance	\$4,536	\$4,536	\$4,536	\$4,479	\$4,479	\$4,479	\$4,453	\$4,453	\$4,434	\$4,407	\$4,368	\$4,368
Scheduled Payment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$4,536	\$4,536	\$4,536	\$4,479	\$4,479	\$4,479	\$4,453	\$4,453	\$4,434	\$4,407	\$4,368	\$4,368
Remarks	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA	SLP/CLA
Rating	COL	COL	COL	COL	COL	COL	COL	COL	COL	COL	COL	COL

MICHAEL J MURPHY | Report # 0365-9276-96 for 09/04/19

Date opened
Jul 2011
Address ID #
0155919985
Type
Education
Responsibility
Individual

First reported
Aug 2011
Terms
120 Months
Monthly payment
Not reported
Credit limit or original amount
\$3,000
High balance
Not reported

Recent balance
Not reported
Status
Transferred, closed.
Date of Status
Apr 2014

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	ND	180	180	180								
2013	OK	OK	OK	OK	OK	OK	120	120	150	180	180	180
2012	Full Year - In Good Standing											
2011								OK	OK	ND	ND	ND

ENHANCED RECOVERY Partial Acct # 133502786 PO BOX 57547 JACKSONVILLE FL 32241 (800) 861 9475

Date opened
Sep 2015
Address ID #
0155919985
Original creditor
SPRINT
Type
Collection
Responsibility
Individual

First reported
Nov 2015
Terms
1 Months
Monthly payment
Not reported
Credit limit or original amount
\$1,710
High balance
Not reported

Recent balance
\$1,710 as of Aug 2019
Status
Collection account.
\$1,710 past due as of Aug 2019.
This account is scheduled to continue on record until Apr 2020.
Date of Status
Oct 2015

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	C	C	C	C	C	C	C	C				
2018	C	C	C	C	C	C	C	C	C	C	C	C
2017	C	C	C	C	C	C	C	C	C	C	C	C
2016	ND	ND	ND	ND	ND	ND	ND	ND	C	C	C	C
2015										C	ND	

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Jul19	Jun19	May19	Apr19	Mar19	Feb19	Jan19	Dec18	Nov18	Oct18	Sep18	Aug18	Jul18	Jun18	Jun18
AB (\$)	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710	1,710
DPR	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

The original amount of this account was \$1,710

JEFFERSON CAPITAL SYSTEMS Partial Acct # 329680570 16 MCLELAND RD SAINT CLOUD MN 56303 (866) 219 0725

Date opened
Feb 2016
Address ID #
0155919985
Original creditor
VERIZON WIRELESS
Type
Debt Buyer
Responsibility
Individual

First reported
Mar 2016
Terms
1 Months
Monthly payment
Not reported
Credit limit or original amount
\$1,196
High balance
Not reported

Recent balance
\$1,196 as of Aug 2019
Status
Collection account.
\$1,196 past due as of Aug 2019.
This account is scheduled to continue on record until Jan 2020.
Date of Status
Mar 2016

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	C	C	C	C	C	C	C	C				
2018	C	C	C	C	C	C	C	C	C	C	C	C
2017	C	C	C	C	C	C	C	C	C	C	C	C
2016			C	C	C	C	C	C	C	C	C	C

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Jul19	Jun19	May19	Apr19	Mar19	Feb19	Jan19	Dec18	Nov18	Oct18	Sep18	Aug18	Jul18	Jun18	May18
AB (\$)	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196	1,196
DPR	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

The original amount of this account was \$1,196

U.S. DEPARTMENT OF EDUCATION Partial Acct # 1963 61 FORSYTH ST SW STE 19T40 ATLANTA GA 30303 (404) 974 9490

Date opened
Mar 2011
Address ID #
0155919985
Type
Education
Responsibility
Individual

First reported
Jun 2014
Terms
36 Months
Monthly payment
Not reported
Credit limit or original amount
\$6,000
High balance
Not reported

Recent balance
\$4,536 as of Aug 2019
Status
Collection account.
\$4,536 past due as of Aug 2019.
This account is scheduled to continue on record until Mar 2020.
Comment:
Student loan permanently assigned to government.
Date of Status
Jun 2014

Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	C	C	C	C	C	C	C	C				
2018	C	C	C	C	C	C	C	C	C	C	C	C
2017	C	C	C	C	C	C	C	C	C	C	C	C
2016	C	C	C	C	C	C	C	C	ND	C	C	C
2015	C	C	C	C	C	C	C	C	ND	C	C	C
2014						C	C	C	C	C	C	C